

# GIS REGISTRY INFORMATION

<b>SITE NAME:</b>	Bergemanns Amoco		
<b>BRRTS #:</b>	03-24-226450	<b>FID # (if appropriate):</b>	
<b>COMMERCE # (if appropriate):</b>			
<b>CLOSURE DATE:</b>	02/10/2004		
<b>STREET ADDRESS:</b>	80 E John St		
<b>CITY:</b>	Markesan		
<b>SOURCE PROPERTY GPS COORDINATES</b> (meters in WTM91 projection):	X=	601666	Y= 359845
<b>CONTAMINATED MEDIA:</b>	Groundwater <input type="checkbox"/>	Soil <input type="checkbox"/>	Both <input checked="" type="checkbox"/>
<b>OFF-SOURCE GW CONTAMINATION &gt;ES:</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>IF YES, STREET ADDRESS 1:</b>	64 E John St		
<b>GPS COORDINATES</b> (meters in WTM91 projection):	X=	601649	Y= 359823
<b>IF YES, STREET ADDRESS 2:</b>	55 E Water		
<b>GPS COORDINATES</b> (meters in WTM91 projection):	X=	601646	Y= 359816
<b>IF YES, STREET ADDRESS 3:</b>	75 E Water		
<b>GPS COORDINATES</b> (meters in WTM91 projection):	X=	601658	Y= 359813
<b>IF YES, STREET ADDRESS 1:</b>			
<b>GPS COORDINATES</b> (meters in WTM91 projection):	X=		Y=
<b>CONTAMINATION IN RIGHT OF WAY:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>DOCUMENTS NEEDED:</b>			
Closure Letter, and any conditional closure letter issued			
Copy of most recent deed, including legal description, for all affected properties			
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties			
County Parcel ID number, if used for county, for all affected properties			
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.			
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14" if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.			
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)			
Tables of Latest Soil Analytical Results (no shading or cross-hatching)			
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.			
GW: Table of water level elevations, with sampling dates, and free product noted if present			
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)			
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour			
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)			
RP certified statement that legal descriptions are complete and accurate			
Copies of off-source notification letters (if applicable)			
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)			

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## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott McCallum, Governor  
Darrell Bazzell, Secretary  
Ronald W. Kazmierczak, Regional Director

Oshkosh Service Center  
625 E. County Rd Y, Suite 700  
Oshkosh, Wisconsin 54901-9731  
Telephone 920-424-3050  
FAX 920-424-4404

February 10, 2004

Condon Oil Company  
Attn: Mr. Tom Reinsch  
P.O. Box 184  
Ripon, WI 54971

Subject: Final Case Closure By Closure Committee  
Former Bergemanns Amoco, Markesan, Wisconsin  
WDNR BRRTS #03-24-226450

Dear Mr. Reinsch:

On December 9, 2003, your site as described above was reviewed for closure by the Northeast region Closure Committee. This committee reviews environmental remediation cases for compliance with state laws and standards to maintain consistency in the closure of these cases. On December 9, 2003, you were notified that the Closure Committee had granted conditional closure to this case.

On February 10, 2004 the Department received correspondence indicating that you have complied with the conditions of closure. The conditions of closure included monitoring well abandonment, waste and soil pile removal, and the deed restriction. Based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

If there is equipment purchased with PECFA funds remaining at the site, contact the Commerce PECFA Program to determine the method for salvaging the equipment.

Please be aware that this case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety or welfare, or the environment.

The Department appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-424-7890.

Sincerely,

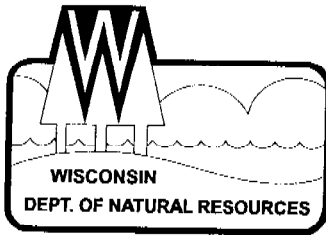
A handwritten signature in black ink, appearing to read 'Kevin D. McKnight', with a long horizontal stroke extending to the right.

Kevin D. McKnight

Hydrogeologist

Bureau for Remediation & Redevelopment

cc: Dale Armbruster --SIGMA Letter only via email



## State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor  
Scott Hassett, Secretary  
Ronald W. Kazmierczak, Regional Director

Oshkosh Service Center  
625 E. County Rd Y, Suite 700  
Oshkosh, Wisconsin 54901-9731  
Telephone 920-424-3050  
FAX 920-424-4404

December 9, 2003

Condon Oil Company  
Attn: Mr. Tom Reinsch  
PO Box 184  
Ripon WI 54971

Subject: Conditional Case Closure  
Former Bergemanns Amoco, Markesan, Wisconsin  
WDNR BRRTS # 03-24-226450

Dear Mr. Reinsch:

On October 29, 2003, your request for closure of the case described above was reviewed by the Northeast Region Closure Committee. The Closure Committee reviews environmental remediation cases for compliance with state rules and statutes to maintain consistency in the closure of these cases. After careful review of the closure request, the Closure Committee has determined that the petroleum contamination on the site from the underground storage tank system appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

### **Monitoring Well Abandonment**

The monitoring wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm.. Documentation of well abandonment must be submitted to Kevin McKnight on Form 3300-5B found at [www.dnr.state.wi.us/org/water/dgw/gw/](http://www.dnr.state.wi.us/org/water/dgw/gw/) or provided by the Department of Natural Resources.

### **Waste and Soil Pile Removal**

Any remaining waste and/or soil piles generated as part of site investigation or remediation activities must be removed from the site and disposed of or treated in accordance with Department of Natural Resources' rules. Please send a letter advising me that any remaining waste and/or soil piles have been removed once that work is completed.

### **Deed Restriction**

To close this site, the Department requires that a deed restriction be signed and recorded to address the issue of the remaining soil contamination associated with the site. The purpose of the restriction is to maintain a surface barrier over the remaining soil contamination to prevent it from impacting human health and the environment, and/or require that the owner of the property

investigate the degree and extent of residual contamination that is currently inaccessible, if structural impediments that currently exist on the property are removed.

A Draft Restriction is attached to this letter. Please review the draft document for completeness, if it is accurate you should sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by the Green Lake County Register of Deeds. Then you must submit a copy of the recorded document, with the recording information stamped on it, to me. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description that you have provided, you will be responsible for recording corrected documents at the Register of Deeds Office to correct the problem. If you find any problems with the Document you must contact the Department prior to making any changes.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit <http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm>

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-424-7890.

Sincerely,



Kevin D. McKnight  
Hydrogeologist  
Bureau for Remediation & Redevelopment

Enclosure

cc: file  
Dale Armbruster-SIGMA Letter only via email

DOCUMENT NO.  
252765

STATE BAR OF WISCONSIN FORM 3 - 1982  
QUIT CLAIM DEED  
VOL 377 PAGE 528

THIS SPACE RESERVED FOR RECORDING DATA

Register of Deeds Office }  
Green Lake County, Wis. }

Received for record this 26th day of  
Dec. A.D. 1989 at 9:00 o'clock  
A.M. and recorded in Vol. 377 of  
Records on page 528.

*Shirley G. Lehman*  
Register of Deeds

C-B Enterprises, a Wisconsin partnership, by B.  
Kent Bauman, its surviving partner and Valley Trust Company  
as Pers. Rep. of the Estate of Donald B. Condon, deceased  
quit-claims to Estate of Donald B. Condon, an undivided  
85.52685% interest as tenants in common and B. Kent  
Bauman, an undivided 14.47315% interest as tenants in  
common.

the following described real estate in Green Lake County,  
State of Wisconsin:

See Attached

FREE  
EXEMPT

RETURN TO: Dempsey, Magnusson,  
Associates, Inc.  
P.O. Box 886, Oshkosh, Wis.  
P.O. 600 ch 54902

Tax Parcel No:

This conveyance is a distribution of the assets of C-B Enterprises as a result of  
the death of Donald B. Condon, and is pursuant and subject to the agreement of the  
partners, B. Kent Bauman and Donald B. Condon.

This is not homestead property.  
(is) (is not)

Dated this 18 day of December, 1989.

VALLEY TRUST COMPANY

By: *Thomas C. Chase* (SEAL)

C-B Enterprises, a Wisconsin partnership

Thomas C. Chase, Vice Pres., and Trust Officer

By: *B. Kent Bauman* (SEAL)

Attest:

By: *Doloris A. Ladwig* (SEAL)

Doloris A. Ladwig, Trust Officer

#### AUTHENTICATION

Signature(s) B. Kent Bauman

authenticated this 22 day of December, 1989

• Timothy M. Dempsey  
TITLE: MEMBER STATE BAR OF WISCONSIN

(If not  
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Atty. Timothy M. Dempsey, Oshkosh, WI

(Signatures may be authenticated or acknowledged. Both  
are not necessary.)

#### ACKNOWLEDGMENT

STATE OF WISCONSIN  
FOND DU LAC COUNTY

Personally came before me this 22 day of  
December, 1989, the above named Valley Trust  
Company by Thomas C. Chase, VP and Trust Officer, and  
Doloris A. Ladwig, Trust Officer to my knowledge  
to be the persons who executed the foregoing  
instrument and acknowledge the same.

Notary Public  
Fond du Lac County, Wisconsin  
My Commission expires: 8/6/92

foregoing instrument and acknowledge the same.

Notary Public \_\_\_\_\_ County, Wis.  
My Commission is permanent. (If not, state expiration  
date: \_\_\_\_\_, 19\_\_\_\_.)

Properties located in Green Lake County, Wisconsin:

Parcel 1: Princeton Payless Store and two lots

The North Seventy (70) feet of the West Twenty-seven (27) feet of Lot Numbered Two (2) in Block "C" of the original Plat to the Village (now City) of Princeton, Green Lake County, Wisconsin.

The North Seventy (70) feet of the East one-third (1/3) of Lot One (1) of Block C. of the Original Plat of the City of Princeton.

The North Seventy (70) feet of the West two-thirds of Lot One in Block C in the Village of Princeton, (now City) Green Lake County, Wisconsin.

Parcel 2: McConnell's Payless

Commencing at a point in the West line of Lake Street and 182.5 feet South of the Southeast corner of Block Two (2) in the Village of Green Lake (formerly Dartford-now City of Green Lake) and running thence South on the West line of Lake Street 76.00 feet; thence West at right angles to said Lake Street 167.00 feet; thence North parallel to said Lake Street 56.50 feet; thence East 78.00 feet; thence North 19.50 feet; thence East 89.00 feet to point of beginning. EXCEPTING 16 feet on the South end of said lot, City of Green Lake, all lying and being in the County of Green Lake, and in the State of Wisconsin.

Parcel 3:

Lots Numbered Eleven (11), Twelve (12) and Thirteen (13) of Block 140, Leffert's Addition to the City of Berlin, according to the recorded plat of said addition.

Parcel 4 Texaco Payless Store

Commencing 66 feet South of the Northeast corner of Lot 1, Block 12, running S 37 feet; West 6 rods; North 37 feet; East 6 rods to point of beginning.

Commencing 44 feet West of the Northeast corner of Lot 1, Block 12, City of Markesan; thence running West 33 1/4 feet; thence South 66 feet; thence East 33 1/4 feet; thence North 66 feet to point of beginning.

Commencing at the Northeast corner of Lot 1, Block 12, in the City of Markesan running thence West 44 feet; thence South 66 feet; thence East 44 feet; thence North 66 feet to point of beginning.

Parcel 5: House - Adjacent to McConnell's

Commencing at a point in the West line of Lake Street and 66 feet South of the Southeast corner of Block number two (2) of the original plat, Village of Green Lake, (formerly Dartford) and running thence South on the West line of Lake Street, 116 1/2 feet, thence west at right angles to said Lake Street, 89 feet, thence North parallel to said Lake Street, to the South line of South Street, thence due East 89 feet along the South line of South Street to the point of beginning. Being a part of the Northeast quarter (NE1/4) Southwest Quarter (SW1/4), Section number twenty-one (21), Township number Sixteen (16) North, Range number Thirteen (13) East.

Parcel 6:

Berlin Bulk Plant and Warehouse

Lots numbered Ten (10), Eleven (11) and Twelve (12), in Block numbered Nineteen (19) of the First Addition to the City of Berlin.

Properties located in Green Lake County, Wisconsin:

Parcel 1: Princeton Payless Store and two lots

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Parcel 4 Texaco Payless Store

Commencing 66 feet South of the Northeast corner of Lot 1, Block 12, running S 37 feet; West 6 rods; North 37 feet; East 6 rods to point of beginning.

Commencing 44 feet West of the Northeast corner of Lot 1, Block 12, City of Markesan; thence running West 33 1/4 feet; thence South 66 feet; thence East 33 1/4 feet; thence North 66 feet to point of beginning.

Commencing at the Northeast corner of Lot 1, Block 12, in the City of Markesan running thence West 44 feet; thence South 66 feet; thence East 44 feet; thence North 66 feet to point of beginning.

Parcel 5: House - Adjacent to McConnell's

Commencing at a point in the West line of Lake Street and 66 feet South of the Southeast corner of Block number two (2) of the original plat, Village of Green Lake, (formerly Dartford) and running thence South on the West line of Lake Street, 116 1/2 feet, thence west at right angles to said Lake Street, 89 feet, thence North parallel to said Lake Street, to the South line of South Street, thence due East 89 feet along the South line of South Street to the point of beginning. Being a part of the Northeast quarter (NE1/4) Southwest Quarter (SW1/4), Section number twenty-one (21), Township number Sixteen (16) North, Range number Thirteen (13) East.

Parcel 6:

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Lots numbered Ten (10), Eleven (11) and Twelve (12), in Block numbered Nineteen (19) of the First Addition to the City of Berlin.



STATE BAR OF WISCONSIN FORM 11 - 1982

## LAND CONTRACT

(TO BE USED FOR ALL TRANSACTIONS WHERE  
OVER \$25,000 IS FINANCED AND IN OTHER  
NON-CONSUMER ACT TRANSACTIONS)

323889

Document Number

CONTRACT, by and between JUNE E. PAGE, in her own right("Vendor", whether one or more) and WILLIAM D. JENKINS AND  
JANETTE K. JENKINS, husband and wife as survivorship marital  
property("Purchaser", whether one or more). Vendor sells and agrees to convey to  
Purchaser, upon the prompt and full performance of this contract by Purchaser,  
the following property, together with the rents, profits, fixtures and other  
appurtenant interests (all called the "Property"), in GREEN LAKE  
County, State of Wisconsin:GREEN LAKE COUNTY  
RECEIVED FOR RECORD  
9:20 A.M.  
APR 03 2003

Vol. 632 Of Rec. Pg. 284

Sylvia R. Kesch  
REGISTER OF DEEDS

## Recording Area

Name and Return Address

REIF & KENDALL  
GREEN LAKE TITLE &  
P.O. Box 510  
ABSTRACT CO., INC.  
Markesan, WI 53946  
533 Mill St. - P.O. Box 510  
GREEN LAKE, WI 54941-0510PR 139 (CK JENKINS) 9:21 AM  
251-0102-00

(Parcel Identification Number)

Commencing at a place directly West 77 1/4 feet of the Northeast corner of Lot 1, Block 12, of the recorded Plat of the  
Village, now city, of Markesan, thence West 30 feet, thence south 4 rods, thence east 30 feet, thence north 4 rods to the  
place of beginning being part of Lot 1, Block 12, of said village, now city, of Markesan.TRANSFER  
\$ 78.00  
FEEThis is not homestead property.  
(is) (is not)Purchaser agrees to purchase the Property and to pay to Vendor at 568 S. Main, Markesan, Wisconsin  
the sum of \$ 26,000.00 in the following manner: (a) \$ -0-  
at the execution of this Contract; and (b) the balance of \$ 26,000.00, together with interest from date  
hereof on the balance outstanding from time to time at the rate of 6 % percent per annum as follows:Purchaser shall pay to Vendor monthly payments in the amount of \$288.75, with the first installment being due on  
May 1, 2003, and on the same day of each successive month thereafter for the full duration of this contract which shall  
be ten years, except that the interest rate shall be reviewed at the end of five years.Provided, however, the entire outstanding balance shall be paid in full on or before the 31st day of  
March, 2013 (the maturity date).Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire amount  
in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal  
balance).Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual  
taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to  
apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and  
insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.  
Any amount may be prepaid without premium or fee upon principal at any time after April 1, 2003 (OR)  
~~the amount may be prepaid without premium or fee upon principal at any time after~~In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid  
balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is  
less than the amount that said indebtedness would have been had the monthly payments been made as first specified above;  
provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the  
condemned premises being thereafter excluded here from.Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination  
except: NONEPurchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by  
Vendor until the full purchase price is paid.Purchaser shall be entitled to take possession of the Property on date of closing

\* Cross out one.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$26,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except:

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 15 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 15 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct. Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 28 day of March, 2003

Jan E. Page (SEAL)  
 \* Jan E. Page Vendor  
 \_\_\_\_\_ (SEAL)  
 \* \_\_\_\_\_ Vendor

William D. Jenkins (SEAL)  
 \* William D. Jenkins Purchaser  
Janette K. Jenkins (SEAL)  
 \* Janette K. Jenkins Purchaser

#### AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
 (If not, \_\_\_\_\_  
 authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
REIF & KENDALL  
MARKESAN AND RANDOLPH, WISCONSIN

(Signatures may be authenticated or acknowledged. Both are not necessary.)

\* Names of persons signing in any capacity should be typed or printed below their signatures.  
 LAND CONTRACT - Individual and Corporate - State Bar of Wisconsin Form No. 11 - 1982

#### ACKNOWLEDGMENT

STATE OF Wisconsin )  
 ) ss.  
Green Lake County )

Personally came before me this 28th day of March, 2003, the above named  
William D. Jenkins and Janette K. Jenkins  
Jan E. Page  
 to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.  
Calvin Reisted  
 \* Calvin Reisted  
 Notary Public, State of Wisconsin  
 My Commission is permanent. (If not, state expiration date: March 25, 2006.)

219537

VOL 297 PAGE 110

THIS SPACE RESERVED FOR RECORDING DATA

Register of Deeds (Office)  
Green Lake County, Wis.Received for record this 18th day of  
June A. D. 1979 at 9:00 o'clock

A. M. and recorded in Vol 297 of

records on page 110.

*Jessie E. Kohnke*  
Register of Deeds

RETURN TO

SLATE LAW OFFICES  
Markesan, WI 53946

Tax Key No.

FEE

8

EXEMPT

This Deed, made between VIOLA BURRIS  
 and DENNIS L. STELLMACHER and MARJORIE R. STELLMACHER, husband and wife, as joint tenants with right of survivorship  
 Grantor  
 Grantee  
 Witnesseth, That the said Grantor, for a valuable consideration  
\$1.00 and other good and valuable consideration  
 conveys to Grantee the following described real estate in Green Lake  
 County, State of Wisconsin:

Commencing at the Southwest Corner of Lot numbered Five (5), in Block numbered Twelve (12) in the Village of Markesan, Green Lake County, Wisconsin, running thence East along the South line of said Lot, Four (4) Rods, thence North Six (6) Rods, thence West Four (4) Rods, thence South Six (6) Rods to the place of beginning and being a part of Lots number Four (4) and Five (5) in Block Twelve (12) of the Original Plat of the Village of Granville (now Village of Markesan) Green Lake County, Wisconsin.

Grantor hereby reserves a Life Lease in and to the above described property, in accordance with the terms and provisions contained in that certain Life Lease Agreement executed between the parties hereto on this date.

This is homestead property.  
 (Is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging:

And VIOLA BURRIS  
 warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

and will warrant and defend the same.

Dated this 5th day of JUNE, 1979

(SEAL)

*Viola Burris* (SEAL)

VIOLA BURRIS

(SEAL)

(SEAL)

## AUTHENTICATION

Signatures authenticated this day of  
 19

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,  
 authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

SLATE LAW OFFICES  
 Markesan, WI 53946

(Signatures may be authenticated or acknowledged. Both are not necessary.)

## ACKNOWLEDGMENT

STATE OF WISCONSIN

GREEN LAKE

County.

Personally came before me, this 5th day of  
 JUNE 1979

the above named  
 VIOLA BURRIS

to me known to be the person who executed the foregoing instrument and acknowledge the same.

*Joyce M. Helke*  
 JOYCE HELEKE

Notary Public GREEN LAKE County, W.  
 My Commission is permanent. (If not, state expiration date: October 19, 1980)

This Indenture, Made this 10th day of September, in the year of our Lord, one thousand nine hundred and sixty four between Mary Hitzemann of Markesan, Wisconsin part ✓ of the first part, and Halter Seeliger and Elaine Seeliger of Markesan, Wisconsin husband and wife, as joint tenants, parties of the second part.

Witnesseth, That the said part ✓ of the first part, for and in consideration of the sum of One Dollar and other good and valuable considerations

to her in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha ✓ given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do ✓ give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said parties of the second part, as joint tenants, the following described real estate, situated in the County of Green Lake and State of Wisconsin, to-wit:

Commencing at a point 63 feet north of southeast corner of Lot 5 Block 12, City of Markesan, thence west 47 feet, thence north 31-7/8 feet, thence east 47 feet, thence south 31-7/8 feet to the place of beginning. All lying and being in the City of Markesan, according to the recorded plat thereof.

(Parties of first part agreed to pay 3/4ths of the 1964 taxes assessed thereon.)



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ✓ of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described, with the hereditaments and appurtenances, unto the said parties of the second part, as joint tenants.

And the said Mary Hitzemann

part 2 of the first part,

for heirs, executors and administrators, do hereby covenant, grant, bargain, and agree to and with the said parties of the second part, and to and with the survivor of them, his or her heirs and assigns, that at the time of the executing and delivery of these presents, they are well seized of the premises above described, as of a good, true, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above premises are in the quiet and peaceable possession of the said parties of the second part, as joint tenants, his or her heirs and assigns, and that no person or persons lawfully claiming the whole or any part thereof, shall have WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seal, this 12th day of March, 1912, A. D., 1912.

Signed, Sealed and Delivered in Presence of

*Mary Hitzemann*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

*Kurt Hitzemann*

STATE OF WISCONSIN.

County of \_\_\_\_\_

Personally came before me, the

day of \_\_\_\_\_, A. D., 1912.

the above named \_\_\_\_\_

to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Mary Hitzemann*

Notary Public, \_\_\_\_\_ County, Wis.

My Commission expires \_\_\_\_\_, 1912.

Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary.

No. \_\_\_\_\_

TO

WILFRED SCHUBERT AND

ELIETTE SCHUBERT, HIS WIFE.

WARRANTY DEED

REGISTER'S OFFICE,  
STATE OF WISCONSIN.

County \_\_\_\_\_

Received for Record this 12th day of \_\_\_\_\_

A. D., 1912.

at 1:20 o'clock P. M., and recorded in

Vol. 183 of Deeds on page \_\_\_\_\_

*Thos. W. Keller*  
Register of Deeds

Deputy

184764

VOL 208 PAGE 173

THIS SPACE RESERVED FOR RECORDING DATA  
Register's Office.)  
Green Lake Co. Wis.)THIS INDENTURE Made this 28th day of June, A. D., 1967,  
between Alta KarelRecorded this 24th. day  
of July, A.D. 1967, at  
9:00 o'clock, A.M. in  
Volume 208 of Records  
on page 173.part. Y. of the first part, and  
Walter Seeliger and Elaine Seeliger, husband and  
wife*Alta Karel*  
Register of Deeds., as joint tenants, parties of the second part,  
Witnesseth, That the said part. Y. of the first part, for and in consideration  
of the sum of One dollar and other good and valuable  
considerationsto her in hand paid by the said parties of the second part, the receipt  
whereof is hereby confessed and acknowledged, ha. S. given, granted, bargained, sold, remised, released, aliened,  
conveyed and confirmed; and by these presents do. S. give, grant, bargain, sell, remise, release, alien, convey and  
confirm unto the said parties of the second part, in joint tenancy, the survivor of them, his or her heirs and assigns  
forever, the following described real estate, situated in the County of Green Lakeand State of Wisconsin, to-wit:  
"Commencing at the Southeast corner of Lot Five, Block Twelve, in the City of  
Markesan, according to the recorded plat thereof; thence running West Ninety-nine  
feet; thence North Ninetyfour and seven eighths feet; thence East Fifty-two feet;  
thence South Thirty-one and seven-eighths feet; thence East forty-seven feet, and  
thence South Sixty-three feet to the place of beginning. All of the above described  
lands lying and being in Township Fourteen North of Range Thirteen East, in Green  
Lake County, and State of Wisconsin.

Each party agrees to pay one-half of the 1967 real estate taxes assessed thereon.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances therunto belonging or in any wise  
appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part. of the  
first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and  
their hereditaments and appurtenances.To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto  
the said parties of the second part, as joint tenants, and to the survivor of them, his or her heirs and assigns FOREVER.  
And the said Alta Karelfor herself, her heirs, executors and administrators, do. S. covenant, grant, bargain, and  
agree to and with the said parties of the second part, the survivor of them, his or her heirs and assigns, that at the  
time of the sealing and delivery of these presents, she is well seized of the premises above  
described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and  
that the same are free and clear from all incumbrances whatever,and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part,  
the survivor of them, his or her heirs and assigns, against all and every person or persons lawfully claiming the whole  
or any part thereof, she will forever WARRANT AND DEFEND.In Witness Whereof, the said part. Y. of the first part ha. S. hereunto set her hand, and  
seal, this 28th day of June, A. D., 1967

SIGNED AND SEALED IN PRESENCE OF

*Harry Stel*  
Harry Stel  
*Lottie Morse*  
Lottie Morse

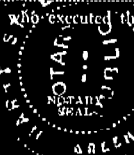
Alta Karel

State of Wisconsin,  
Green LakeCounty. } 28th day of June, A. D., 1967  
Personally came before me, this  
the above named Alta Karel

to me known to be the person who executed the foregoing instrument and acknowledged the same

THIS INSTRUMENT WAS DRAFTED BY

Harry Stel, Attorney.

Notary Public, Green Lake County, Wis.  
My commission (X) (is) permanent.(Section 19.11 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon  
the names of the grantors, grantees, witnesses and notary. Section 19.13 similarly requires that the name of the person who, or govern-  
mental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)  
WARRANTY DEED - Joint Tenancy  
Wis. Statutes 230.45

FORM No. 861

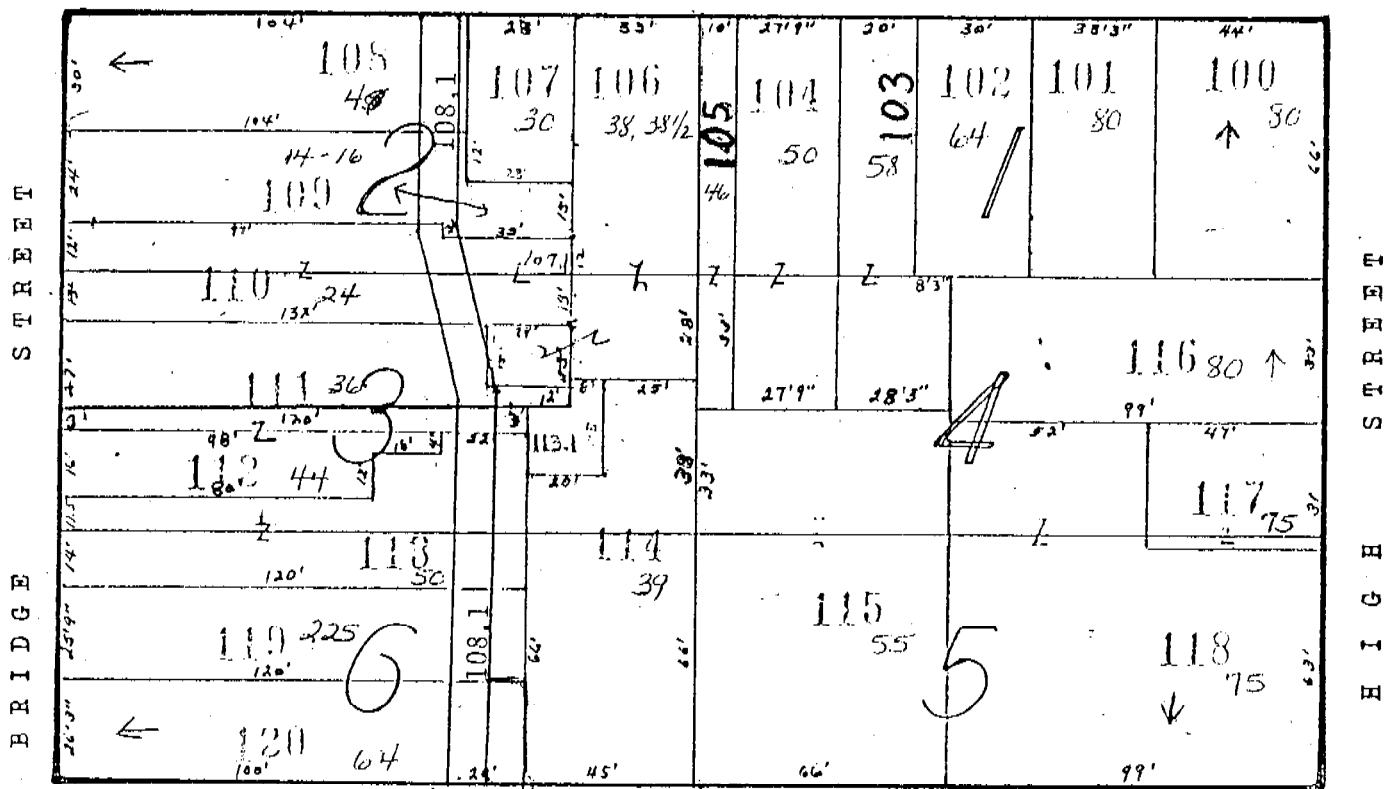
Wisconsin Legal Blank Company  
Milwaukee, Wisconsin 53205

# ORIGINAL PLAT

## BLOCK 12

N

J O H N S T R E E T



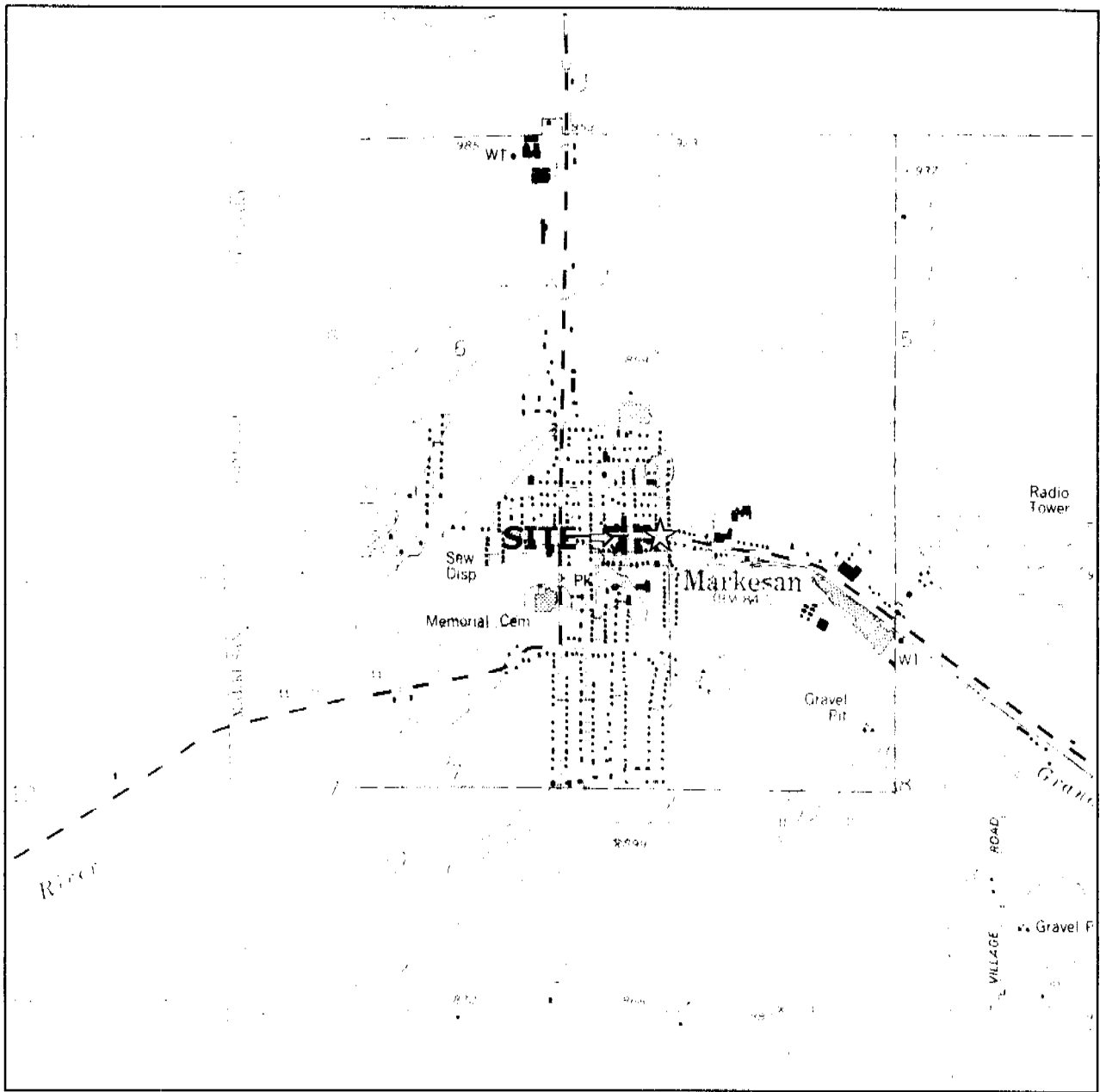
W A T E R

S T R E E T

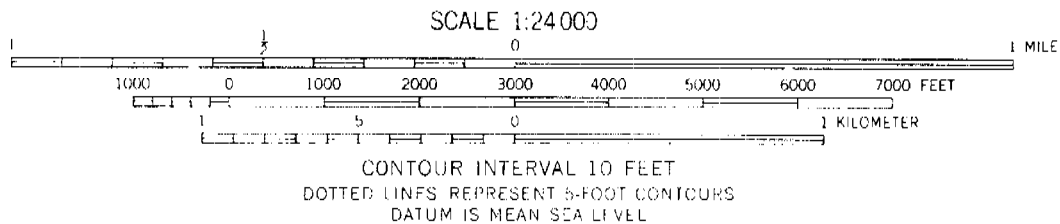
S

scale

1" = 50'



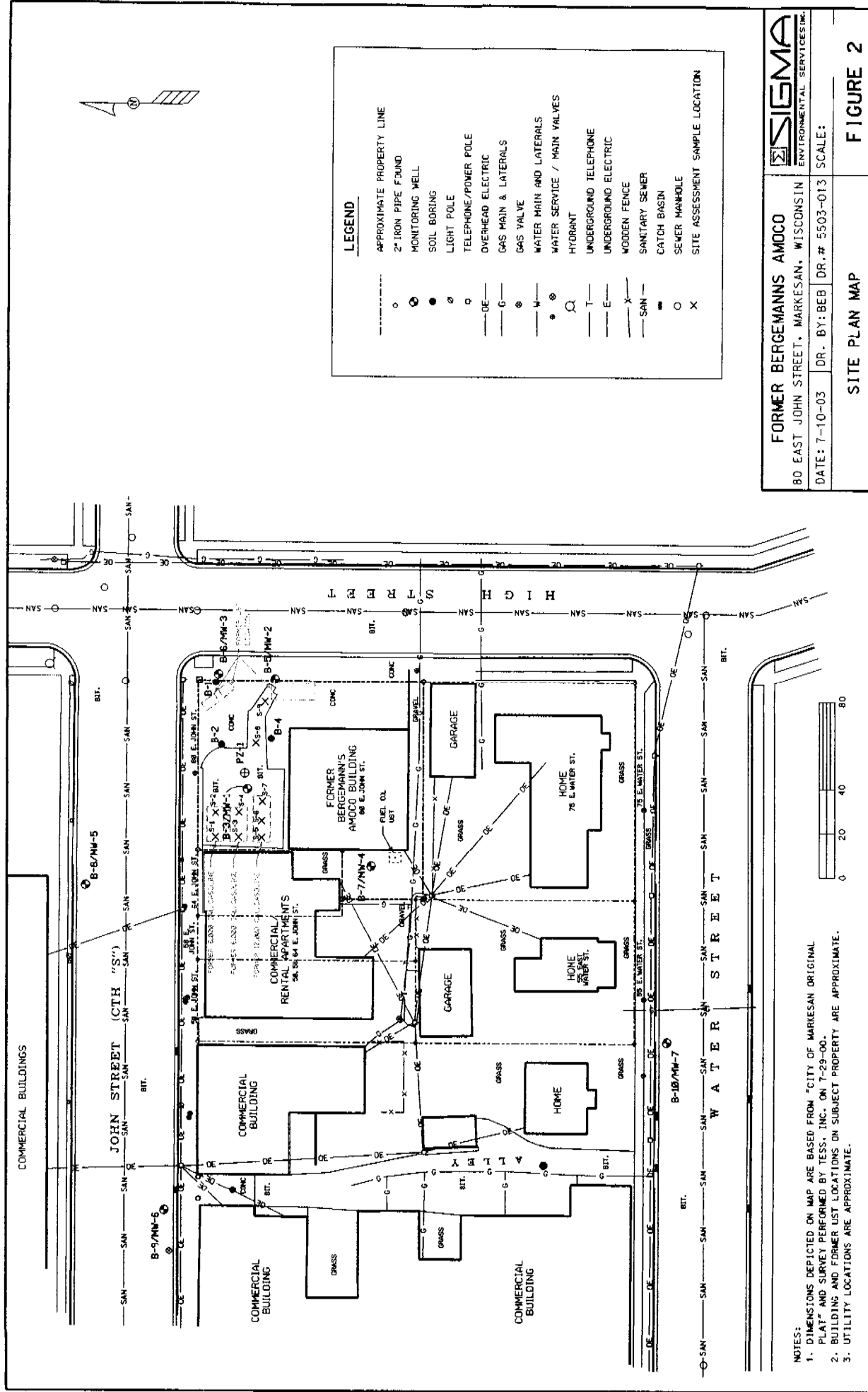
SW ¼ of the SE ¼ of Sec. 6, T14N, R13E. Adapted from U.S.G.S. 7.5 minute series, Markesan (dated 1980) Wisconsin, quadrangle and Manchester (dated 1980) Wisconsin, Quadrangle



**Figure 1. Site Location Map**  
 Former Bergemann's Amoco  
 80 East John St., Markesan, Wisconsin

**SIGMA**  
 ENVIRONMENTAL SERVICES INC.





<b>SIGMA</b> ENVIRONMENTAL SERVICES INC.	
<b>FORMER BERGEMANN'S AMOCO</b> 80 EAST JOHN STREET, MARKESAN, WISCONSIN	DATE: 7-10-03 DR. BY: BEB DR. # 5503-013
SCALE:	
SITE PLAN MAP	FIGURE 2

Table 3  
Laboratory Analytical Results- Groundwater  
Detected Compounds Only  
Former Bergemann's Amoco  
80 East John Street  
Markesan, Wisconsin  
Project #5503

Sample	Sample Date	Units	MW-1				MW-2				NR 140 ES	NR 140 PAL
			10/12/1999	12/14/1999	06/13/2000	11/01/2000	07/24/2002	10/12/1999	12/14/1999	06/13/2000	11/01/2000	07/24/2002
Lead		mg/L	0.021	NT	0.037	NT	NT	<0.0012	NT	0.0019	NT	NT
<b>Volatile Organic Compounds / Petroleum VOCs</b>												
Benzene		µg/L	930	850	1100	950	700	<0.10	<0.13	<0.13	<0.10	<0.10
Toluene		µg/L	3500	4300	5600	2200	620	<0.10	<0.20	<0.20	0.11	<0.1
Ethylbenzene		µg/L	2900	2000	2700	2900	2300	<0.25	<0.22	<0.16	<0.25	<0.25
Xylenes, Total		µg/L	16000	12000	17000	12000	8700	1.1	<0.23	<0.23	<0.25	<0.25
1,2 - Dichloroethane		µg/L	<20	NT	<25	NT	<25	<0.25	NT	NT	NT	<0.25
1,2,4-Trimethylbenzene		µg/L	4600	3700	4700	4100	4000	0.29	<0.22	<0.22	<0.10	<0.10
1,3,5-Trimethylbenzene		µg/L	1100	830	1100	1100	1000	3.0	<0.29	<0.29	<0.10	<0.10
Total Trimethylbenzene		µg/L	5700	4530	5800	5200	5000	3.29	<0.51	<0.51	<2.0	<2.0
MTBE		µg/L	<20	180	110	93	<25	<0.25	<0.16	<0.16	<0.25	<0.25
sec-Butylbenzene		µg/L	<20	NT	<25	NT	NT	5.4	NT	NT	NT	NT
tert-Butylbenzene		µg/L	<20	NT	<25	NT	NT	0.43	NT	NT	NT	NT
Chloroform		µg/L	<20	NT	<25	NT	NT	<0.25	NT	NT	NT	NT
Isopropylbenzene		µg/L	160	NT	140	NT	NT	1.6	NT	NT	NT	NT
p-Isopropyltoluene		µg/L	<20	NT	<25	NT	NT	1.6	NT	NT	NT	NT
Naphthalene		µg/L	1300	1200	1400	1200	1000	<0.10	<0.46	NT	NT	<0.25
n-Propylbenzene		µg/L	480	NT	390	NT	NT	0.71	NT	NT	NT	NT
1,1,1-Trichloroethane		µg/L	<20	NT	<25	NT	NT	<0.25	NT	NT	NT	NT
Tetrachloroethane		µg/L	<20	NT	<25	NT	NT	0.59	NT	NT	NT	NT

Key:

- BOLD** = Exceeds established enforcement standard (ES)  
**BOLD** = Exceeds established preventative action limit (PAL)  
 NS = No established enforcement standard  
 \* = Detected between Limit of Detection and Limit of Quantitation  
 NT = Not tested

**Table 4**  
**Laboratory Analytical Results - Groundwater**  
**Detected Compounds Only**  
 Former Bergmann's Amoco  
 80 East John Street  
 Markesan, Wisconsin  
 Project #5503

Sample	Sample Date	Units	MW-3			MW-4			NR 140 ES	NR 140 PAL
			12/14/1999	06/13/2000	11/01/2000	07/24/2002	12/14/1999	06/13/2000	11/01/2000	07/24/2002
Lead		mg/L	<0.0012	<0.0012	NT	NT	<0.0012	<0.0012	NT	NT
<b>Volatile Organic Compounds / Petroleum VOCs</b>										
Benzene		µg/L	<0.10	<0.13	<0.10	<0.10	59	50	48	35
Toluene		µg/L	<0.10	<0.20	<0.10	<0.10	120	83	72	55
Ethylbenzene		µg/L	<0.25	<0.22	<0.25	<0.25	1300	1200	1100	870
Xylenes, Total		µg/L	<0.25	<0.23	<0.25	<0.25	4000	3900	3100	10,000
1,2 - Dichloroethane		µg/L	<0.25	NT	NT	<0.25	<5.0	<12	NT	<20
1,2,4-Trimethylbenzene		µg/L	<0.10	<0.22	<0.10	<0.10	2900	3900	3100	2800
1,3,5-Trimethylbenzene		µg/L	<0.10	<0.29	<0.10	<0.10	830	1000	830	680
Total Trimethylbenzene		µg/L	<0.20	<0.51	<0.20	<0.20	3730	4900	3930	3480
MTBE		µg/L	<0.25	<0.16	<0.25	<0.25	<5.0	<12	<10	<20
sec-Butylbenzene		µg/L	<0.25	NT	NT	NT	<5.0	<12	NT	NT
tert-Butylbenzene		µg/L	<0.25	NT	NT	NT	<5.0	<12	NT	NT
Chloroform		µg/L	3.3	NT	NT	NT	<5.0	<12	NT	NT
Isopropylbenzene		µg/L	<0.25	NT	NT	NT	130	130	NT	NT
p-Isopropyltoluene		µg/L	<0.25	NT	NT	NT	8.2	<12	NT	NT
Naphthalene		µg/L	<0.10	NT	NT	<0.25	720	870	610	530
n-Propylbenzene		µg/L	<0.25	NT	NT	NT	410	450	NT	NT
1,1,1-Trichloroethane		µg/L	<0.25	NT	NT	NT	<5.0	<12	NT	NT
Tetrachloroethene		µg/L	<0.25	NT	NT	NT	<5.0	<12	NT	NT

Key:

**BOLD** = Exceeds established enforcement standard (ES)  
 NS = No established enforcement standard  
 \* = Detected between Limit of Detection and Limit of Quantitation  
 NT = Not tested  
 MW-1 and MW-4 have the potential to exceed Enforcement Standards with the samples taken on 6/13/00.

Table 4 (cont'd)  
Laboratory Analytical Results- Groundwater  
Detected Compounds Only  
Bergmann's Amoco  
80 East John Street  
Markesan, Wisconsin  
Project #5503

Sample	Sample Date	Units	MW-5		MW-6		NR 140 ES	NR 140 PAL
			06/13/2000	11/01/2000	07/24/2002	06/13/2000	11/01/2000	07/24/2002
Lead		mg/L	<0.0012	NT	NT	0.0013	NT	NT
<b>Volatile Organic Compounds / Petroleum VOCs</b>								
Benzene		µg/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10
Toluene		µg/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10
Ethylbenzene		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
Xylenes, Total		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
1,2 - Dichloroethane		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
1,2,4-Trimethylbenzene		µg/L	<0.10	0.24	<0.10	<0.10	<0.10	0.13
1,3,5-Trimethylbenzene		µg/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10
Total Trimethylbenzene		µg/L	<0.20	0.24	<0.20	<0.20	<0.20	0.13
MTBE		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
sec-Butylbenzene		µg/L	<0.25	3.5	NT	<0.25	<0.25	NT
tert-Butylbenzene		µg/L	<0.25	<0.25	NT	<0.25	<0.25	NT
Chloroform		µg/L	0.72	<0.25	NT	<0.25	<0.25	NT
Isopropylbenzene		µg/L	<0.25	<0.25	NT	<0.25	<0.25	NT
p-Isopropyltoluene		µg/L	<0.25	<0.25	NT	<0.25	<0.25	NT
Naphthalene		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	NT
n-Propylbenzene		µg/L	<0.25	<0.25	NT	<0.25	<0.25	<0.25
1,1,1-Trichloroethane		µg/L	<0.25	<0.25	NT	<0.25	<0.25	NT
Tetrachloroethene		µg/L	<0.25	<0.25	NT	<0.25	<0.25	NT

Key:

- BOLD** = Exceeds established enforcement standard (ES)  
 NS = No established enforcement standard  
 \* = Detected between Limit of Detection and Limit of Quantitation  
 NT = Not tested  
 MW-1 and MW-4 have the potential to exceed Enforcement Standards with the samples taken on 6/13/00.

**Table 4**  
**Laboratory Analytical Results- Groundwater**  
**Detected Compounds Only**  
 Former Bergemann's Amoco  
 80 East John Street  
 Markesan, Wisconsin  
 Project #5503

Sample	Sample Date	Units	06/13/2000	11/03/2000	MW-7	07/24/2002	07/24/2002	PZ-1	07/24/2002	10/12/1999 (MW-1)	12/14/1999 (MW-4)	06/13/2000 (MW-1)	11/03/2000 (MW-1)	07/24/2002 (MW-1)	NR 140 ES	NR 140 PAL
<b>Volatile Organic Compounds / Petroleum VOCs</b>																
Lead		mg/L	<0.0012	NT	NT	NT	NT	NT	NT						15	1.5
Benzene		µg/L	<0.10	<0.10	<0.10	<0.10	<0.10	0.11	<0.10	890	53	900	900	780	5	0.5
Toluene		µg/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	3500	100	4500	2000	660	1000	200
Ethylbenzene		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	3000	900	2000	2,800	2,500	700	140
Xylenes, Total		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	16000	3500	13000	11,1000	9800	10,000	1000
1,2 - Dichloroethane		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	NT	NT	NT	NT	<25	5	0.5
1,2,4-Trimethylbenzene		µg/L	<0.10	<0.10	<0.10	0.1	<0.10	<0.10	<0.10	4700	28000	3600	4000	4400	NS	NS
1,3,5-Trimethylbenzene		µg/L	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	<0.10	1100	710	850	1000	950	NS	NS
Total Trimethylbenzene		µg/L	<0.20	<0.20	<0.20	0.1	<0.20	<0.20	<0.20	5800	28710	4450	5000	5350	480	96
MTBE		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<23	<6.4	110	87	<25	60	12
sec-Butylbenzene		µg/L	<0.25	<0.25	<0.25	NT	NT	<0.25	<0.25	NT	NT	NT	NT	NT	NS	NS
tert-Butylbenzene		µg/L	<0.25	<0.25	<0.25	NT	NT	<0.25	<0.25	NT	NT	NT	NT	NT	NS	NS
Chloroform		µg/L	<0.25	<0.25	<0.25	NT	NT	<0.25	<0.25	NT	NT	NT	NT	NT	NS	NS
Isopropylbenzene		µg/L	<0.25	<0.25	<0.25	NT	NT	<0.25	<0.25	NT	NT	NT	NT	NT	NS	NS
p-Isopropyltoluene		µg/L	<0.25	<0.25	<0.25	NT	NT	<0.25	<0.25	NT	NT	NT	NT	NT	NS	NS
Naphthalene		µg/L	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	NT	NT	NT	NT	1100	40	8
n-Propylbenzene		µg/L	<0.25	<0.25	<0.25	NT	<0.25	<0.25	<0.25	NT	NT	NT	NT	NT	NS	NS
1,1,1-Trichloroethane		µg/L	<0.25	<0.25	<0.25	NT	NT	<0.25	<0.25	NT	NT	NT	NT	NT	200	40
Tetrachloroethene		µg/L	1.3	0.46	NT	NT	0.4	0.4	<0.25	NT	NT	NT	NT	NT	5	0.5

Key:

- BOLD** = Exceeds established enforcement standard (ES)  
 NS = No established enforcement standard  
 + = Detected between Limit of Detection and Limit of Quantitation  
 NT = Not tested  
 MW-1 and MW-4 have the potential to exceed Enforcement Standards with the samples taken on 6/13/00.

**Table 3**  
**Laboratory Analytical Results-Soil**  
**Detected Compounds Only**

Former Bergemann's Amoco  
80 East John Street  
Markesan, Wisconsin  
Project #5503

Sample	Units	B-1		B-2		B-3		B-4		B-5		B-6		B-7		RCL
Depth	feet bgs	1'-3'	13'-15'	1'-3'	17'-19'	1'-3'	21'-23'	1'-3'	13'-15'	1'-3'	21'-23'	19'-21'	21'-23'	21'-23'	21'-23'	NR 746 Table 1
Date		10/5/99	10/5/99	10/5/99	10/5/99	10/5/99	10/5/99	10/5/99	10/5/99	10/5/99	10/5/99	12/6/99	12/6/99	12/6/99	12/6/99	
GRO	mg/kg	<6.1	<5.3	<6.3	<5.3	<5.3	4240	<5.4	<5.4	<6.2	<5.8	<7.1	<5.4	<5.4	<5.4	NS
Total Lead	mg/kg	7.9	4.2	11	<4.2	<4.2	<4.6	152	<4.3	11	10	<5.6	<4.3	<4.3	<4.3	NS
<b>Petroleum Volatile Organic Compounds</b>																
Benzene	µg/kg	<30	<26	<32	<26	<26	2290	<27	<27	<31	<29	<35	<27	<27	<27	8,500
Toluene	µg/kg	62	<26	<32	<26	<26	<b>47000</b>	<27	<27	124	<29	<35	<27	<27	<27	38,000
Ethylbenzene	µg/kg	<30	<26	<32	<26	<26	<b>32100</b>	<27	<27	<31	<29	<35	<27	<27	<27	4,600
Xylenes, Total	µg/kg	<91	<79	<95	<79	<79	<b>451,000</b>	<81	<81	161	<87	<100	<80	<80	<80	42,000
1,2,4-Trimethylbenzene	µg/kg	<30	<26	<32	<26	<26	<b>373,000</b>	41	<27	<31	<29	<35	<27	<27	<27	83,000
1,3,5-Trimethylbenzene	µg/kg	<30	<26	<32	<26	<26	<b>124,000</b>	<27	<27	<31	<29	<35	<27	<27	<27	11,000
Methyl-tert-butyl-ether	µg/kg	<30	<26	<32	<26	<26	<573	<27	<27	<31	<29	<35	<27	<27	<27	NS

Key:

GRO = Gasoline Range Organics  
NR 746- Table 1 = Wisconsin Administrative Code NR 746, Table 1: Indicators of Residual Petroleum Products in Soil Pores  
RCL = Wisconsin Administrative Code Chapter NR 720 Generic Soil Standard  
**BOLD** = Exceeds NR 720/NR 746 Standard  
NS = No Established Standard  
mg/kg = milligrams per kilogram  
µg/kg = micrograms per kilogram

COMMERCIAL BUILDINGS

JOHN STREET (CTH "S")

Approximate Extent of Disposed  
Inputs Based on DR140 ES

MW-6	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	

COMMERCIAL BUILDING

CHASS

MW-4	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	

COMMERCIAL BUILDINGS

MW-7	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	

WATER STREET

GRAPHIC SCALE

- NOTES:
1. DIMENSIONS DEPICTED ON MAP ARE BASED FROM "CITY OF MARKESAN ORIGINAL PLAT" AND SURVEY PERFORMED BY TESS, INC. ON 7-29-00.
  2. BUILDING AND FORMER USE LOCATIONS ON SUBJECT PROPERTY ARE APPROXIMATE.
  3. UTILITY LOCATIONS ARE APPROXIMATE.

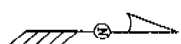
MW-5	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	

MW-3	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	

MW-2	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	

PZ-1	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	

MW-1	
DATE 7-24-82	
B 0.10	
T 0.10	
E 0.25	
X 0.25	
PCE 0.11	



ANALYTICAL KEY	
B	= BENZENE
T	= TOLUENE
E	= ETHYLBENZENE
X	= TOTAL XYLENES
TMB	= TOTAL-TRIMETHYLBENZENE
MTBE	= METHYL-TERT-BUTYL-ETHER
N	= NAPHTHALENE
PCE	= TETRACHLOROETHYLENE
1	= EXCEEDS NR 140 PAL
2	= EXCEEDS NR 140 ES

LEGEND	
---	APPROXIMATE PROPERTY LINE
○	2" IRON PIPE FOUND
●	MONITORING WELL
○	SOIL BORING
○	LIGHT POLE
○	TELEPHONE/POWER POLE
○	OVERHEAD ELECTRIC
○	GAS MAIN & LATERALS
○	GAS VALVE
○	WATER MAIN AND LATERALS
○	WATER SERVICE / MAIN VALVES
○	HYDRANT
○	UNDERGROUND TELEPHONE
○	UNDERGROUND ELECTRIC
○	WOODEN FENCE
○	SANITARY SEWER
○	CATCH BASIN
○	SEWER MANHOLE

FORMER BERGEMANN'S AMOCO	
80 EAST JOHN STREET, MARKESAN, WISCONSIN	ENVIRONMENTAL SERVICES, INC.
DATE: 3-24-03	DR. BY: BEB DR. # 5503-011
GROUNDWATER QUALITY MAP	FIGURE 10

**Table 1**  
**Static Groundwater Elevation Measurements**

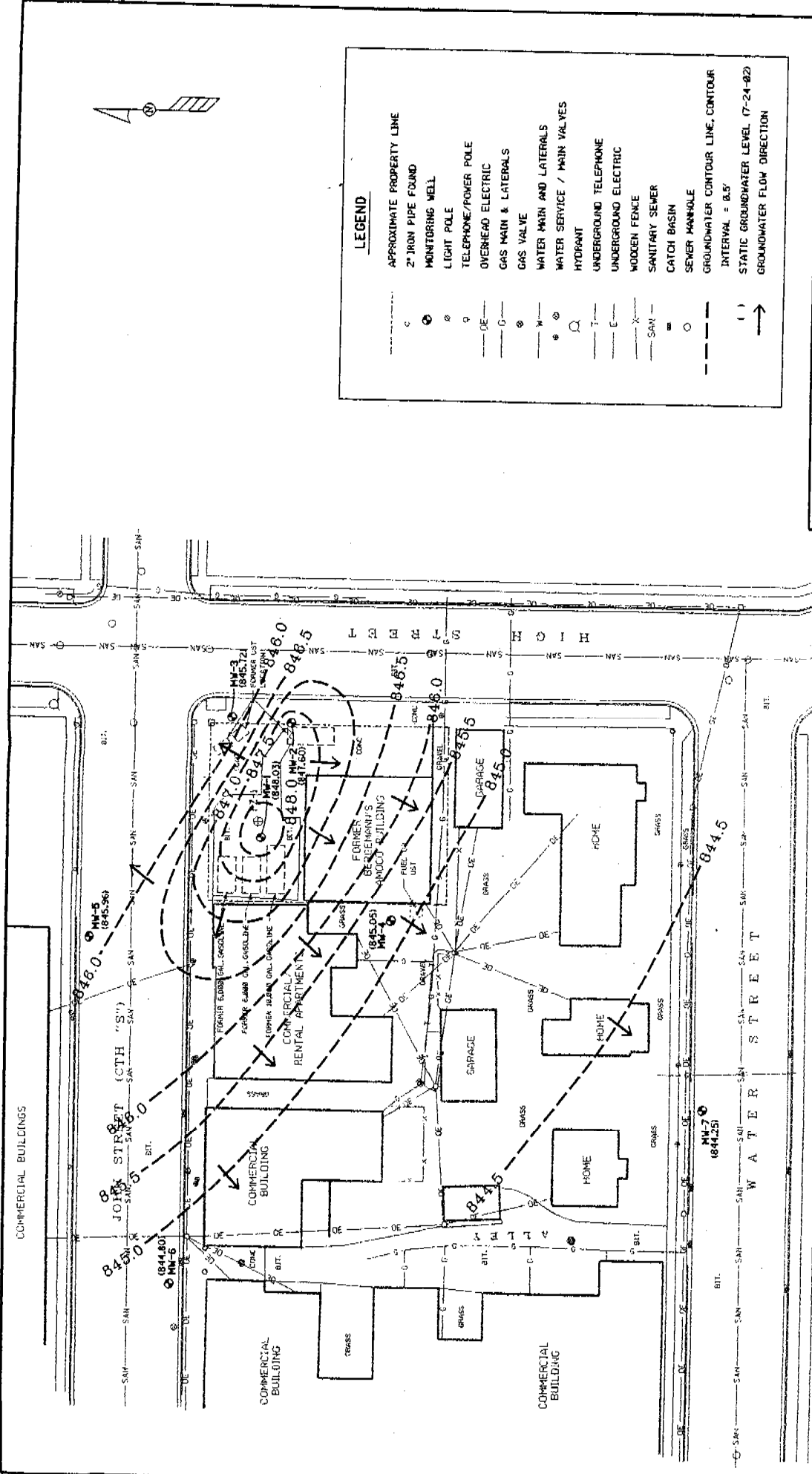
Former Bergemann's Amoco  
80 East John Street  
Markesan, Wisconsin  
Project #5503

Well #	Elevation Top of Casing	Elevation Ground Surface	Depth to Water	Groundwater Elevations	Date
MW-1	873.10	873.52	24.72	848.38	10/12/1999
			25.74	847.36	12/14/1999
			26.07	847.03	01/18/2000
			23.82	849.28	06/13/2000
			25.30	847.80	11/01/2000
			25.07	848.03	07/24/2002
MW-2	873.37	873.98	25.67	847.70	10/12/1999
			28.68	844.69	12/14/1999
			27.13	846.24	01/18/2000
			25.68	847.69	06/13/2000
			26.06	847.31	11/01/2000
			25.77	847.60	07/24/2002
MW-3	873.32	873.92	27.60	845.72	12/14/1999
			27.83	845.49	01/18/2000
			25.18	848.14	06/13/2000
			27.39	845.93	11/01/2000
			27.60	845.72	07/24/2002
MW-4	870.61	871.07	25.89	844.72	12/14/1999
			26.14	844.47	01/18/2000
			24.12	846.49	06/13/2000
			25.63	844.98	11/01/2000
			25.56	845.05	07/24/2002
MW-5	870.79	871.10	22.13	848.66	06/13/2000
			24.65	846.14	11/01/2000
			24.83	845.96	07/24/2002
MW-6	867.21	867.52	20.84	846.37	06/13/2000
			22.43	844.78	11/01/2000
			22.41	844.80	07/24/2002
MW-7	866.08	866.42	19.89	846.19	06/13/2000
			21.71	844.37	11/01/2000
			21.83	844.25	07/24/2002
PZ-1	NT	NT	27.52	NT	07/24/2002

Notes:

1. Elevations are relative to Mean Sea Level (MSL).
2. Survey Performed by TESS, Inc. on 7/29/00





**SIGMA**  
ENVIRONMENTAL SERVICES INC.

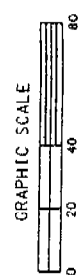
**FORMER BERGEMANN'S AMOCO**  
80 EAST JOHN STREET, MARKESAN, WISCONSIN  
DATE: 3-4-03 DR. BY: BEB DR. # 5503-010 SCALE:

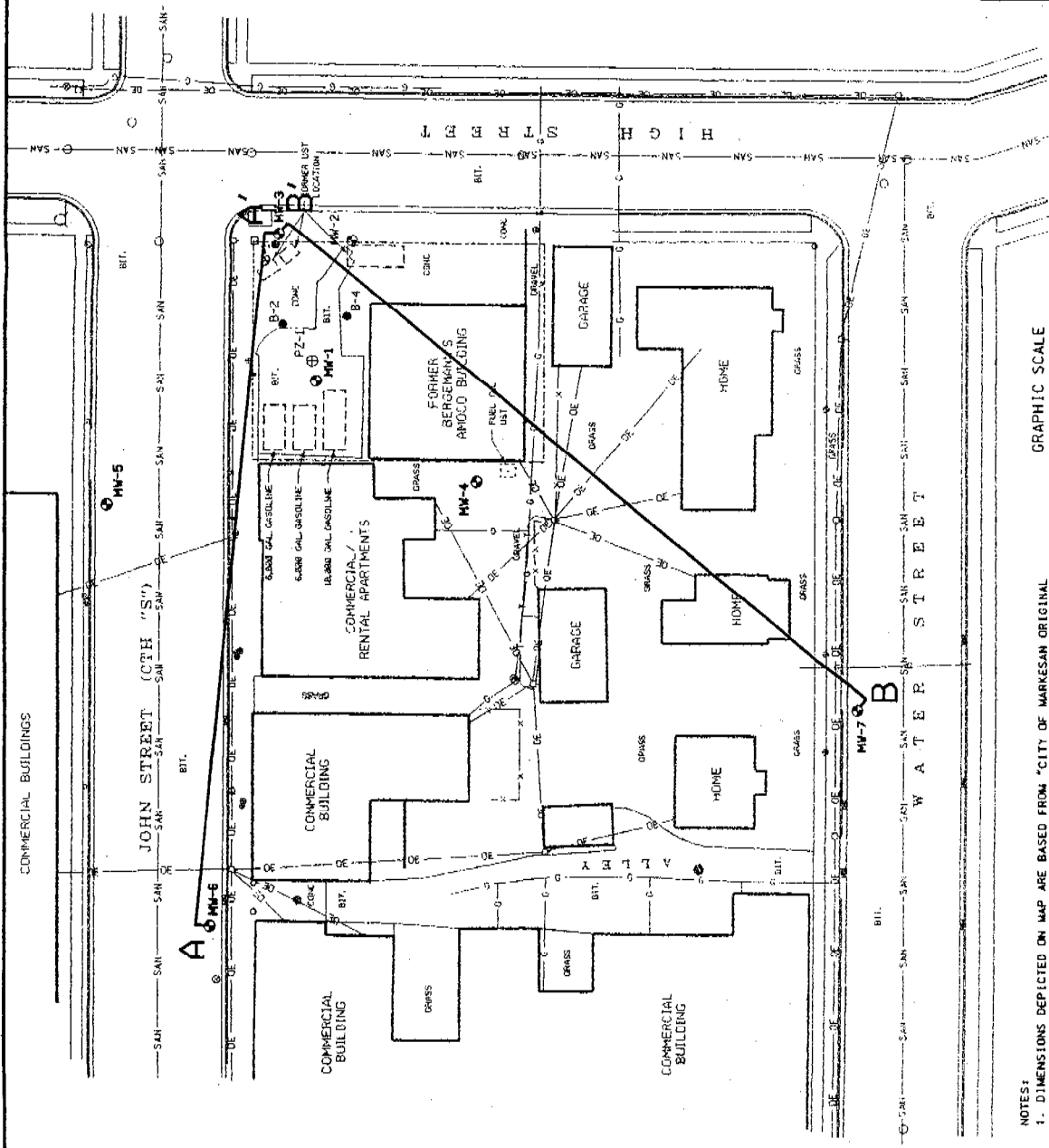
**GROUNDWATER CONTOUR MAP**  
(7-24-02)

**FIGURE 6**

**NOTES:**

1. DIMENSIONS DEPICTED ON MAP ARE BASED FROM "CITY OF MARKESAN ORIGINAL PLAT" AND SURVEY PERFORMED BY TESS, INC. ON 7-24-00.
2. BUILDING AND FORMER UST LOCATIONS ON SUBJECT PROPERTY ARE APPROXIMATE.
3. UTILITY LOCATIONS ARE APPROXIMATE.

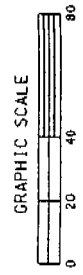




**LEGEND**

- APPROXIMATE PROPERTY LINE
- 2" IRON PIPE FOUND
- MONITORING WELL
- SOIL BORING
- LIGHT POLE
- TELEPHONE/POWER POLE
- OE — OVERHEAD ELECTRIC
- G — GAS MAIN & LATERALS
- GAS VALVE
- W — WATER MAIN AND LATERALS
- WATER SERVICE / MAIN VALVES
- HYDRANT
- T — UNDERGROUND TELEPHONE
- E — UNDERGROUND ELECTRIC
- X — WOODEN FENCE
- S — SANITARY SEWER
- A — CATCH BASIN
- SEWER MANHOLE
- GEOLOGIC CROSS SECTION LOCATION

A' A'



NOTES:  
 1. DIMENSIONS DEPICTED ON MAP ARE BASED FROM "CITY OF MARKESAN ORIGINAL PLAT" AND SURVEY PERFORMED BY TESS, INC. ON 7-29-00.  
 2. BUILDING AND FORMER UST LOCATIONS ON SUBJECT PROPERTY ARE APPROXIMATE.  
 3. UTILITY LOCATIONS ARE APPROXIMATE.

**SIGMA**  
ENVIRONMENTAL SERVICES INC.

**FORMER BERGEMANN'S AMOCO**  
80 EAST JOHN STREET, MARKESAN, WISCONSIN

DATE: 9-14-00 DR. BY: BEB DR.# 5503-003 SCALE:

**GEOLOGIC CROSS SECTION LOCATION MAP**

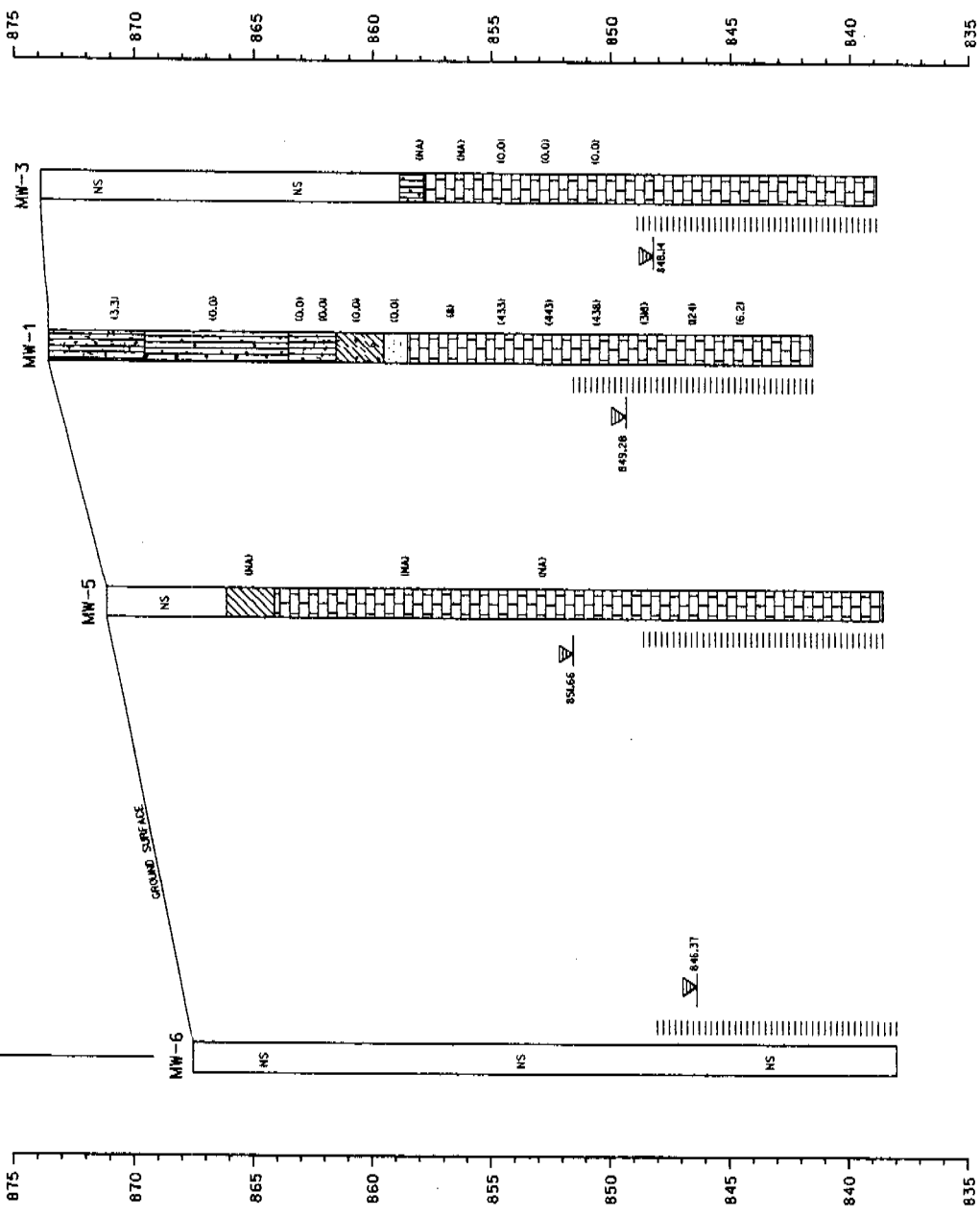
**FIGURE 3**

A'

A

EAST

WEST



**LEGEND**

≡ = WELL SCREEN INTERVAL

▽ = STATIC WATER LEVEL (MEASURED 6-13-00)

( ) = PHOTOIONIZATION DETECTOR (PID) VALUES IN INSTRUMENT UNITS AS ISOBUTYLENE

NS = NOT SAMPLED

NA = NO PID FIELD SCREEN

**USCS SYMBOLS**

SP - POORLY GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES.

SM - SILTY SANDS, SAND - SILT MIXTURES.

GM - SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES.

GC - CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES.

CL - INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SILTY CLAYS, LEAN CLAYS.

DOLO - FRACTURED DOLOMITE, SANDSTONE (INTERBEDDED)

**FORMER BERGEMANN'S ANOCO**

80 EAST JOHN STREET, MARKESAN, WISCONSIN

**DATE:** 9-18-00 **DR. BY:** BEB **DR. #5503-006**

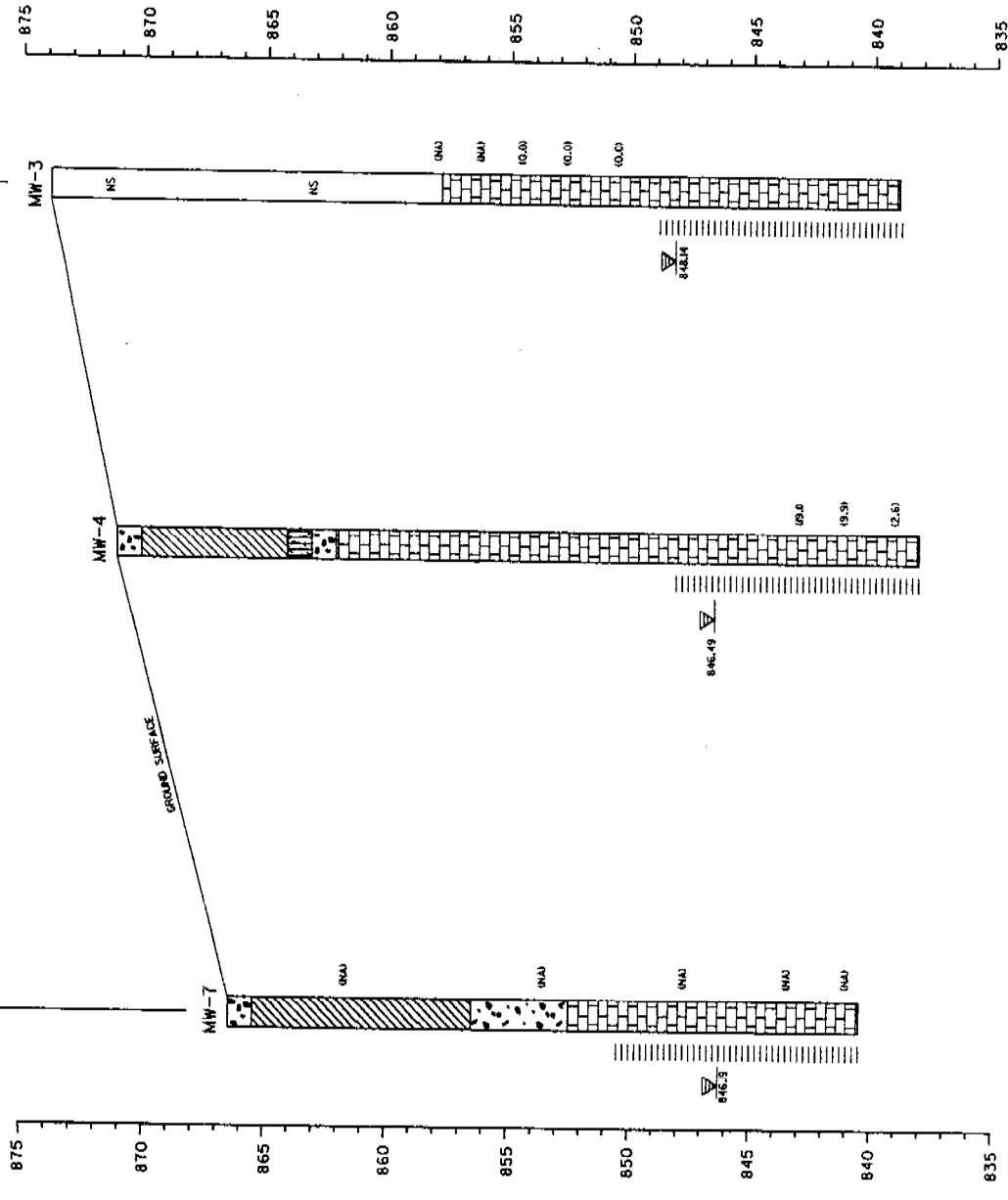
**SCALE:** SEE NOTES

**FIGURE 4**

ELEVATION RELATIVE TO MEAN SEA LEVEL (IN FEET)

ELEVATION RELATIVE TO MEAN SEA LEVEL (IN FEET)

B SOUTH NORTH B'



**LEGEND**

≡ = WELL SCREEN INTERVAL

▽ = STATIC WATER LEVEL (MEASURED 6-13-00)

( ) = PHOTOIONIZATION DETECTOR (PID) VALUES IN INSTRUMENT UNITS AS ISOBUTYLENE

NS = NOT SAMPLED

NA = NO FID FIELD SCREEN

**USCS SYMBOLS**

SM - SILTY - SANDS, SAND - SILT MIXTURES.

GW - WELL - GRADED GRAVELS, GRAVEL - SAND MIXTURES LITTLE OR NO FINES.

CL - INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SAND CLAYS, SILTY CLAYS, LEAM CLAYS.

DLLO - FRACTURED DOLOMITE, SANDSTONE (INTERBEDDED)

<b>FORMER BERGEMANN'S AMOCO</b> 80 EAST JOHN STREET, MARKESAN, WISCONSIN DATE: 9-18-00 DR. BY: BEB DR. # 5503-007 SCALE: SEE NOTES		<b>SIGMA</b> ENVIRONMENTAL SERVICES INC.
GEOLOGIC CROSS SECTION B - B'		

ELEVATION RELATIVE TO  
MEAN SEA LEVEL  
(IN FEET)

ELEVATION RELATIVE TO  
MEAN SEA LEVEL  
(IN FEET)

# Condon Oil Company

126 East Jackson P. O. Box 184  
Ripon, Wisconsin 54971  
(920) 748-3186 Fax (920) 748-3201

July 7, 2003

Project Reference #5503

Mrs. Elaine Seeliger  
75 East Water Street  
Markesan, Wisconsin 53946

**RE: Case Closure Activities**

Former Bergemann's Amoco  
80 East John Street  
Markesan, Wisconsin

Dear Mrs. Elaine,

Groundwater Contamination that appears to have originated on the property located at 80 East John Street appear to have migrated onto your property at 75 East Water Street, Markesan, Wisconsin. The levels of Benzene, Toluene, Ethylbenzene, Trimethylbenzene, and Naphthalene contamination in the groundwater on your property appear to be above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 716 and chapter NR 746 Wisconsin Administrative Code, and I will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the department will not require any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for the investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 1-608-264-6020 if you are calling from out of the state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-site Contamination.

The Department of Natural Resources will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Natural Resources that is relevant to this closure request, you should mail that information to: Kevin McKnight, Wisconsin Department of Natural Resources, 625 East County Road Y, Suite 700, Oshkosh, Wisconsin 54901.

If this case is closed, all properties within the site boundaries where groundwater contamination exceed chapter NR 140 groundwater enforcement standards will be listed on the Department of

Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the department grants closure, you may obtain a copy of this letter by requesting a copy for me, by writing to the agency address given below or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at [www.dnr.state.wi.us/org/at/et/geo/gwir](http://www.dnr.state.wi.us/org/at/et/geo/gwir). A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at Condon Oil at 126 East Jackson Street, Ripon, Wisconsin 54971, (920) 748-3186 or you may contact Sigma Environmental Services, Inc. at 220 East Ryan Road, Oak Creek, Wisconsin 53154, (414) 768-7144.

Sincerely,

Tom Reinsch  
Condon Oil Company

Cc: Dale Armbruster - Sigma Environmental Services, Inc.  
Kevin McKnight - Wisconsin Department of Natural Resources

Attachment

# Condon Oil Company

126 East Jackson P. O. Box 184  
Ripon, Wisconsin 54971  
(920) 748-3186 Fax (920) 748-3201

July 7, 2003

Project Reference #5503

Mr. Dennis Stellmacher  
55 East Water Street  
Markesan, Wisconsin 53946

**RE: Case Closure Activities**  
Former Bergemann's Amoco  
80 East John Street  
Markesan, Wisconsin

Dear Mr. Stellmacher,

Groundwater Contamination that appears to have originated on the property located at 80 East John Street has migrated onto your property at 55 East Water Street, Markesan, Wisconsin. The levels of Benzene, Toluene, Ethylbenzene, Trimethylbenzene, and Naphthalene contamination in the groundwater on your property appear to be above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 716 and chapter NR 746 Wisconsin Administrative Code, and I will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the department will not require any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for the investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 1-608-264-6020 if you are calling from out of the state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-site Contamination.

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Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the department grants closure, you may obtain a copy of this letter by requesting a copy for me, by writing to the agency address given below or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at [www.dnr.state.wi.us/org/at/et/geo/gwir](http://www.dnr.state.wi.us/org/at/et/geo/gwir). A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

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Sincerely,

Tom Reinsch  
Condon Oil Company

Cc: Dale Armbruster - Sigma Environmental Services, Inc.  
Kevin McKnight – Wisconsin Department of Natural Resources

Attachment



# Condon Oil Company

126 East Jackson P. O. Box 184  
Ripon, Wisconsin 54971  
(920) 748-3186 Fax (920) 748-3201

July 7, 2003

Project Reference #5503

Mr. and Mrs. Jenkins  
N 2821 Kearly Road  
Markesan, Wisconsin 53946

**RE: Case Closure Activities**

Former Bergemann's Amoco  
80 East John Street  
Markesan, Wisconsin

Dear Mr. and Mrs. Jenkins,

Groundwater Contamination that appears to have originated on the property located at 80 East John Street has migrated onto your property at 64 East John Street, Markesan, Wisconsin. The levels of Benzene, Toluene, Ethylbenzene, Trimethylbenzene, and Naphthalene contamination in the groundwater on your property appear to be above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 716 and chapter NR 746 Wisconsin Administrative Code, and I will be requesting that the Department of Natural Resources accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the department will not require any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for the investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 1-608-264-6020 if you are calling from out of the state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-site Contamination.

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If this case is closed, all properties within the site boundaries where groundwater contamination exceed chapter NR 140 groundwater enforcement standards will be listed on the Department of

Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the department grants closure, you may obtain a copy of this letter by requesting a copy for me, by writing to the agency address given below or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at [www.dnr.state.wi.us/org/at/et/geo/qwir](http://www.dnr.state.wi.us/org/at/et/geo/qwir). A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at Condon Oil at 126 East Jackson Street, Ripon, Wisconsin 54971, (920) 748-3186 or you may contact Sigma Environmental Services, Inc. at 220 East Ryan Road, Oak Creek, Wisconsin 53154, (414) 768-7144.

Sincerely,

Tom Reinsch  
Condon Oil Company

Cc: Dale Armbruster - Sigma Environmental Services, Inc.  
Kevin McKnight – Wisconsin Department of Natural Resources

Attachment

Condon Oil Company, the responsible party for the property located at 80 East John Street, Markesan, Wisconsin, states that the legal description provided to the Wisconsin Department of Natural Resources (and attached to this statement) for case file reference 03-24-226450 is complete and accurate to the best of our knowledge.

Signature of Representative for Responsible Party:

Date:

Condon Oil Co by Thomas R. Rensch

6-13-03

Document Number

DEED RESTRICTION

GREEN LAKE COUNTY  
RECEIVED FOR RECORD8:30 A.M.  
JAN 28 2004Vol. 669 Of Rec. Pg. 292  
*Symone R. Keach*  
REGISTER OF DEEDSDeclaration of Restrictions

In Re: The following parcels of property: Commencing 66 Feet South of the Northeast corner of Lot 1, Block 12, running S 37 feet; West 6 rods; North 37 feet; East 6 rods to point of beginning and, Commencing 44 feet West of the Northeast corner of Lot 1, Block 12, City of Markesan; thence running West 33 1/4 feet; thence South 66 feet; thence East 33 1/4 feet; thence North 66 feet to point of beginning and, Commencing at the Northeast corner of Lot 1, Block 12, in the City of Markesan running thence West 44 feet; thence South 66 feet; thence East 44 feet; thence North 66 feet to point of beginning and as also described in Document No. 252765, Vol. 377, Page 528, Green County Register of Deeds Office.

Recording AreaName and Return Address

*Condon Oil Company*  
*Attn: Tamara Winchell*  
*P.O. Box 184*  
*Ripon, WI 54971 Rd. 17,000*

STATE OF WISCONSIN )

) ss

COUNTY OF Douglas )251-00100-0000  
Parcel Identification Number

WHEREAS, The Estate of Donald B. Condon and B. Kent Bauman are owners of the above-described property.

WHEREAS, one or more petroleum discharges have occurred on this property, and as of October 5, 1999 when soil samples were collected on this property, Petroleum and lead contaminated soil remained on this property at the following locations: Soil Boring B-3 with 2290 parts per billion (ppb) benzene, 47,000 ppb toluene, 32,100 ppb ethylbenzene, 451,000 ppb xylene and 497,000 ppb trimethylbenzene at 21 to 23 feet and Soil Boring B-4 with 152 milligrams per kilogram lead at 1-3 feet. Soil Boring locations are identified on Figure 2 Site Plan Map which is attached and made part of this restriction.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further soil remediation activities on the property at the present time.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

All paved surfaces including buildings that existed on the above-described property on the date that this restriction was signed form a barrier that must be maintained in order to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. This barrier is also required in order to minimize the infiltration of water and prevent additional groundwater contamination that would violate the

groundwater quality standards in ch. NR 140, Wis. Adm. Code. The current barrier shall be maintained on the above-described property in the locations shown on the attached map, labeled Figure 2 unless another barrier, with an infiltration rate of  $10^{-7}$  cm/sec or less, is installed and maintained in their place. The existing structures, and any replacement barrier with an infiltration rate of  $10^{-7}$  cm/sec or less, shall be maintained on the above-described property in compliance with the "Surface Cap Maintenance Plan for the Condon Oil-Former Bergemanns Amoco Located at 80 East John Street, Markesan, Wisconsin" dated December 3, 2003 that was submitted to the Wisconsin Department of Natural Resources by Condon Oil Company, as required by section NR 724.13(2), Wis. Adm. Code (1999).

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction inures to the benefit of and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded by the property owner or other interested party to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

By signing this document, B. KENT BAUMAN asserts that he or she is duly authorized to sign this document on behalf of The Estate of Donald B. Condon.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 12<sup>th</sup> day of JANUARY, 2004.

Signature: B. Kent Bauman  
 Printed Name: B. KENT BAUMAN  
 Title: OWNER

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

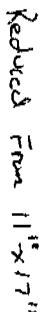
Subscribed and sworn to before me  
 this 12<sup>th</sup> day of JANUARY, 2004.

[Signature]  


Notary Public, State of WISCONSIN

My commission 2-8-04

This document was drafted by the Wisconsin Department of Natural Resources based on information provided by Condon Oil Company and Sigma Environmental Services Inc.



# Condon Oil Company

126 East Jackson P. O. Box 184  
Ripon, Wisconsin 54971  
(920) 748-3186 Fax (920) 748-3201

R + R - OSH  
RECEIVED

December 3, 2003 Project Reference # 5503

Mr. Kevin McKnight  
Wisconsin Department of Natural Resources  
Oshkosh Service Center  
625 East County Y, Suite 700  
Oshkosh, Wisconsin 54901-9731

TRACKED ☐  
REVIEWED ☐

**RE: Surface Cap Maintenance Plan for the Condon Oil - Former Bergemanns Amoco Located  
at 80 East John Street, Markesan, Wisconsin  
WDNR FID # 424042520  
BRRS # 03-24-226450**

Dear Mr. McKnight:

Previously a site closure report was submitted to the Wisconsin Department of Natural Resources (WDNR) for review and approval. Residual soil and groundwater impacts remain on-site and the selected remedial technology to address the residual impacts was natural attenuation in conjunction with maintenance of an existing asphalt and concrete surface cover. Therefore, Condon Oil Company (Condon) is submitting this surface cap maintenance plan for your review and approval. Condon's proposed surface cap maintenance plan is described in the following paragraphs.

The site is located in the Northeast 1/4 of the Southeast 1/4 of Section 6, Township 14 North, Range 13 East with the specific address of 80 John Street, Markesan, Green Lake County, Wisconsin. A site location map is provided as an attachment.

The responsible party for the site is as follows:

Condon Oil Company  
126 East Jackson Street  
Ripon, Wisconsin 54971-0184  
Phone # (920) 748-3186

The environmental consultant for the property is as follows:

Sigma Environmental Services, Inc.  
220 East Ryan Road  
Oak Creek, Wisconsin 53154  
Phone # (414) 768-7144

Residual petroleum impacts to groundwater are present on the northern portion of the property and in one off-site well off the southwest corner of the property. Residual petroleum impacts to subsurface soil are present on the northern portion of the property. Soil and groundwater quality maps were included in the Case Closure Report submitted to the WDNR in May 2003.

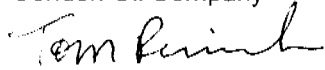
The existing asphalt/concrete surface cover as shown on the attached site diagram will be inspected on a yearly basis. The purpose of the inspection will be to evaluate if the integrity of the surface cover is intact to substantially inhibit infiltration of water to the subsurface and minimize the direct contact risk in accordance with Wisconsin Administrative Code NR 724.13. The surface cover will be inspected visually



and photographs will be taken that will be retained on-site in an inspection log. In the event that the integrity of the surface cover is not sufficient, repairs will be made by patching any holes, cracks, or openings to restore the original integrity.

If you have any questions or comments, please call me at (920) 748-3186

Sincerely,  
Condon Oil Company

A handwritten signature in cursive script, appearing to read "Tom Reinsch".

Tom Reinsch  
V.P. of Petroleum Operations  
Sales Manager

cc: Dale C. Armbruster - Sigma Environmental Services, Inc.